

XXII. DEFAULT UNDER ASSESSMENTS

In the event of a default by a member in the payment of any assessment payable by him, the corporation shall have all rights and remedies provided by law including, but not limited to, those provided by the Horizontal Property Act of South Carolina, as amended, and the liability of the owner of the condominium parcel shall include liability for a reasonable attorney's fee and for court costs incurred by the corporation incident to the collection of such assessment or enforcement of its lien. If the corporation elects to enforce its lien by foreclosure, the unit owner shall be required to pay a reasonable rental for the condominium parcel pendent lite, to be fixed by the board of directors, and the corporation shall be entitled to the appointment of a receiver to collect same. At any judicial sale held in the proceedings to enforce said lien, the corporation may bid on the condominium parcel thereat and acquire and hold, lease, mortgage and convey the same, as the board of directors may determine. Nothing herein contained shall bar a suit to recover a money judgment for unpaid assessments without waiving the lien securing the same.

XXIII. RESPONSIBILITY FOR REPAIR AND MAINTENANCE OF A UNIT

The interior and all parts thereof of a condominium unit shall be kept in good condition and repair at all times by and at the expense of the owner thereof, and shall be maintained in a clean and safe condition and free of nuisance or commission of waste. Each owner of a condominium unit will promptly comply with any requirements of the insurance underwriters of the condominium regime or unit. Any failure to repair or replace within the walls of the condominium unit as may be required for good and proper and safe maintenance thereof and which endangers, or impairs the value of, the condominium regime or its common elements, may be repaired or replaced by the corporation at the expense of the unit owner, to be collected by special assessment as heretofore provided, which assessment may include the cost of the corporation in and about the abatement of any nuisance kept and maintained by the unit owner therein; and a right of entry is granted to the corporation in and to any unit to inspect same and/or make repairs or replacements thereto as may be required hereunder. Officers shall have irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the common elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to common elements or unit or units.

XXIV. NUISANCE

Each member shall be responsible for the use and occupation of his unit in a quiet and orderly fashion so as not to disturb or endanger other members or their families or guests. Any nuisance, public or private, may be abated by the public authority or by court action by the corporation or any aggrieved member.

XXV. BOOKS AND RECORDS

A. The corporation shall maintain accounting records according to good accounting practices and said records shall be open to inspection by unit owners at reasonable times. Such records shall include:

A.1 The record of all receipts and expenditures.

A.2 An account for each unit which shall designate the name and address of the unit owner, the amount of each assessment, the dates and amounts in which the assessment comes due, the amounts paid upon the account and the balance due.

A.3 A register for the names of any mortgage holders or lien holders on units who have requested in writing that they be registered and to whom the corporation will give notice of default in case of nonpayment of assessments. No responsibility by the corporation is assumed with respect to said register except that it will give notice of default to any registered mortgagee or lienor therein, if so requested by said mortgagee or lienor.

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